STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION			
DIVISION OF PURCHASE AND CONTRACT			
116 West Jones Street, Raleigh, NC 27603-8002			
Term Contract	760-F	Backhoe, Tractor Loaders	
Effective Dates	March 10,	March 10, 2011 through March 9, 2014	
Bid Number	201100120	201100120	
Administrator	T. Mike Brendle		
Phone	(919) 807-4516		
Fax	(919) 807-4510		
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Last Updated	May 3, 20	12	

1. General Information

This contract is for diesel engine driven, front wheel steer, four wheel drive integral backhoe loaders as defined in SAE J326 Type C. The unit offered shall be new, unused and a current model under standard production by the manufacturer. Additional attachments, options, features may be ordered with the new unit at a discount as indicated herein at the time of placing the order for the backhoe.

Some general specifications are listed herein, ordering agencies are strongly encouraged to verify the features with the contract prior to placing their order.

Use Conditions

Design and construction shall be such that the backhoe loader will withstand extremely hard usage in service such as; digging, lifting, transporting, dumping of materials, operation over rough terrain, storage and operation in the open air under all weather conditions for extended periods of time. Components, particularly of the electrical, fuel, and exhaust systems designed to resist harmful effects of dust or water.

2. Scope of Contract

The scope of this contract is intended to cover the State's normal requirements for Backhoe Loaders as specified herein for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

With the exception of NCDOT, any State agency request to order a large quantity, Purchase and Contract will assist in obtaining more favorable pricing from the contractor.

5. Minimum Orders

This contract will be for a minimum order of 1 for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the

contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: E-Procurement Users
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 760-F.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. When the item to be ordered has been located complete the requisition and issue the purchase order.

7. Delivery

DELIVERY IN DAYS ARO	
Backhoe-90-120 days	
Parts-30 days	

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is 1 unit or more, when shipped to a single destination.

Note! All shipments should be inspected for damage immediately upon receipt.

9. Ordering and service information. For item pricing information see below

ORDERING INFORMATION
Dougherty JCB
3014 Thurston Ave.
Greensboro, NC 27406
Neil Williams
336.0509
nwilliams@douthertyequipment.com
Dougherty JCB
5605 Martin Luther King Hwy
Greenville, NC 27834
Billy Wall
910.520.3584
bwall@doughertyequipment. com

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

NOTE-ITEMS 1-11 WERE BID SPECIFICALLY FOR NCDOT AND WILL NOT BE DISPLAYED HERE THE ITEMS BELOW ARE SPECIFICALLY FOR NON-DOT USERS

BID ITEM

NUMBE	R De	escription/unit price	
12	NON-NCDOT-Backhoe loader with: multi-purpose loader bucket, extendable dipperstick and 24" jaw bucket.		
	MAKE	JCB	
	MODEL	3C15	
	UNIT PRICE	\$73,731.00	
13	Ioader bucket and quick cou MAKE MODEL UNIT	SEE ABOVE SEE ABOVE \$74,731.00	
	PRICE		
14	NON-NCDOT-Backhoe loader with: multi-purpose loader bucket, extendable dipperstick and 24" trenching bucket.		
	MAKE	SEE ABOVE	
	MODEL	SEE ABOVE	

	UNIT PRICE	\$65,363.00	
15	NON NODOT	- Paakhaa laadar with: mul	lti purposo
15		-Backhoe loader with: mul	
	loader bucket	., extendable dipperstick, 2	4" trenching
	bucket and hy	/draulic breaker.	
	MAKE	SEE ABOVE]
	MODEL	SEE ABOVE	-
	UNIT	\$74,516.00	
	PRICE		
16	NON-NCDOT	-Backhoe loader with: mul	lti-nurnoso
10			
		, fixed dipperstick, 18" trer	
		ucket, swivel quick couple	r and
	hydraulic thur	nb.	
	MAKE	SEE ABOVE]
	MODEL	SEE ABOVE	-
			-
	UNIT	\$70,407.00	
	PRICE		
17	NON-NCDOT	-Backhoe loader with: mul	ti-purpose
		, fixed dipperstick, 24" jaw	
	ditching buck	et and swivel quick couple	l.
		I	1
	MAKE	SEE ABOVE	
	MODEL	SEE ABOVE	
	UNIT	\$75,403.00	
	PRICE	4.3, 133.33	
	TRIOL		
18	NON-NCDOT	-Backhoe loader with: mul	lti-purpose
	loader bucket	, fixed dipperstick, 24" jaw	bucket and
	swivel quick of	• • • • • • • • • • • • • • • • • • • •	
	annon quion e	, o ap. o	
	MAKE	SEE ABOVE	1
	MAKE	SEE ABOVE	-
	MODEL	SEE ABOVE]
	UNIT	\$76,262.00	
	PRICE		
19	NON-NCDOT	-Backhoe loader with: mul	lti-nurnose
13			
		, fixed dipperstick, 48" ditc	•
	swivel quick of	coupler and hydraulic thum	ıb.
			_
	MAKE	SEE ABOVE	
L	I L	-	4

	MODEL	SEE ABOVE	
	UNIT	\$74,096.00	
	PRICE		
20	NON-NCDOT-Backhoe loader with: multi-purpose		
	loader bucket, fixed dipperstick, 24" trenching bucket,		
	24" jaw bucket, 48" ditching bucket and swivel quick		
	coupler.		•
	MAKE	SEE ABOVE	
	MODEL	SEE ABOVE	
	UNIT	\$76,163.00	
	PRICE	. ,	
21	NON-NCDOT-Backhoe loader with: multi-purpose		
	loader bucket, fixed dipperstick, 24" trenching bucket,		
		g buckets, swivel quick co	
	hydraulic thun	• .	•
	, , , , , , , ,		
	MAKE	SEE ABOVE	
	MODEL	SEE ABOVE	
	UNIT	\$71,864.00	
	PRICE	4,	
		1	
22	NON-NCDOT	-Backhoe loader with: mul	ti-purpose
	loader bucket	, fixed dipperstick, 24" tren	china bucket
	and hydraulic thumb.		
	, , , , , , , , , , ,		
	MAKE	SEE ABOVE	
	MODEL	SEE ABOVE	
	UNIT	\$70,392.00	
	PRICE	,	
l			

ALL NON-NCDOT USERS ORDERS WILL INCLUDE 1 OPERATOR MANUAL AT NO ADDITIONAL COST

<u>FOR NON-NCDOT USERS</u>-PERCENTAGE DISCOUNT FROM MSRP FOR FEATURE/OPTIONS/ACCESSORIES/ATTACHMENTS NOT OTHERWISE INDICATED HEREIN 10% WITH ORIGINAL ORDER

<u>FOR NON-NCDOT USERS</u>- PERCENTAGE DISCOUNT FROM MSRP FOR REPAIR PARTS OEM 0%

<u>FOR NON-NCDOT USERS</u>-PERCENTAGE DISCOUNT FROM MSRP FOR REPAIR PARTS AFTERMARKET 0%

<u>FOR NON-NCDOT USERS</u>-PERCENTAGE DISCOUNT FROM MSRP FOR REPAIR PARTS MANUAL:CD 0 %HARD COPY 0 %

<u>FOR NON-NCDOT USERS</u>-PERCENTAGE DISCOUNT FROM MSRP FOR SERVICE MANUAL:CD 10 %HARD COPY 10%

NOTE-NON-NCDOT USERS ARE NOT OBLIGATED UNDER THIS CONTRACT TO ORDER ADDITIONAL FEATURES/OPTIONS/ACCESSORIES/ATTACHMENTS OR PARTS FROM THE CONTRACTORS BUT MAY PURCHASE THEM ELSEWHERE FROM OTHER SOURCES USING ESTABLISHED PURCHASING POLICIES AND PROCEDURES

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address-contact vendor for Federal ID information	City, State, Zip	Contact, Phone, E-mail
JCB	2000 BAMFORD BLVD	POOLER, GA, 31322	Scott Whitehurst 912.447.2023 Scott.whitehurst@jcb.com

12. Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of the manufacturer standard..

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14. Additional information-

REPAIR PARTS DELIVERY:

Bidder shall maintain access to a complete inventory of repair parts for the offered equipment, located within the United States, for ten (10) years after the date of acceptance of the equipment. Critical repair parts from this inventory shall be

received by the designated repair depot within five (5) working days after request. "Critical repair parts" are defined as those parts, which are essential for the safe and proper operation of the machine.

For critical repair parts, a penalty of \$72.08 per working day shall be levied against the bidder and deducted from parts invoice(s) for each working day that completed delivery is in excess of the five day limit. This penalty will only apply in cases where the parts order has been placed with the bidder. This penalty clause shall be in effect for three (3) years from date of acceptance of equipment offered on this bid.

The State may waive the above repair parts penalty in any instance where such non-performance, in the determination of the State, is due to factors other than those under control of the bidder and/or manufacturer.

After the three-year period, bidder performance with respect to promptness of repair parts delivery will continue to be monitored by the State. Failure of bidder, to perform acceptably at any time after the three-year period, may result in the bidder not receiving future awards.

QUALITY ACCEPTANCE INSPECTION: NON-NCDOT STATE AGENCIES (ONLY) Upon delivery of the item(s), and if noted in the purchase order, the contractor must request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305. Fax # (919) 807-4511. NOTE: THE ORDERING AGENCY MUST HAVE A COY OF THE SPECIFICATIONS HEREIN FOR THE QUALITY ASSURANCE INSPECTOR UPON THEIR ARRIVAL TO SITE.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

SERVICE UPON DELIVERY:

Units shall be complete, serviced and ready for operation when delivered. All self propelled equipment to have at least 10 gallons of fuel in the tank.

TRAINING:

Training is required and the successful vendor shall provide a qualified representative to instruct the owners operators in the proper operation, routine maintenance, safety and service at time of delivery.

Occupational Safety and Health Act & SAE Standards

The backhoe loader shall be furnished with all applicable equipment and accessories as required by the Occupational Safety and Health Act (U.S. Department of Labor and the N.C. Department of Labor). Excavator noise at ear level of the seated operator, with cab doors and windows open shall not exceed OSHA requirements for 8-hour operator exposure.

The backhoe loader shall be furnished in accordance with all applicable SAE standards in effect on the date of bid and continue to meet the standards and updated standards throughout the contract period.

SOME GENERAL SPECIFICATIONS ARE LISTED HEREIN-ORDERING AGENCIES ARE STRONGLY ENCOURAGED TO VERIFY THESE AND OTHER FEATURES WITH THE CONTRACTOR PRIOR TO ORDERING ANY UNITS.

GENERAL:

Dimensions given throughout these requirements are minimum unless otherwise stated.

- a. Make:
 - **JCB**
- b. Model:

3C15

- c. Year Model:
 - 2011
- d. Years in Production:

20 +

- e. Operating Weight: 17,577 lbs. with cab
- f. Ground Clearance (lowest point to ground): 13" from main frame,
 - 11" from front axle
- g. Wheel Base: 89"
- h. Transport/Travel height: fixed 153"
- i. Transport/Travel length: 295"

ENGINE:

- Engine shall be a turbocharged diesel four cycle having a minimum 85 HP rating.
- b. Engine make:
 - JCB
- c. Engine model:
 - Diesel max
- d. Horsepower rating:
 - 92 gross/90 net
- Engine equipped with manufacture's standard features including as a minimum: governor, cold weather starting aid, oil filter, fuel filter and air filtration system with automatic dust ejection system.
- f. Throughout the contract period the engine shall meet applicable US EPA tier requirements for off-highway emissions in effect at time of delivery.
- g. List US EPA certified emission tier standard for engine. Tier III
- h. blank
- i. Engine shall be liquid cooled.
- j. Cooling system protected with a 50/50 mixture of antifreeze offering maximum protection from heat and cold. o.
- k. A 12-volt electrical system.
- Electrical system to include battery, alternator, starter and keyed

switch as a minimum.

- m. Electrical system capable of cranking the engine in an ambient temperature of -20° F.
- n. Air filtration system as a minimum has a pre-cleaner and dual elements prior to engine intake.
- Exhaust pipe to be of the deflector type (rain cap is not acceptable).
- p. Engine with lockable enclosure for vandalism protection.

FUEL TANK:

- Manufacture's standard fuel capacity sufficient for 8 hours of continuous operation.
- b. Location of tank not affected by heat from the engine, exhaust pipe or muffler.

POWER TRAIN:

- a. Transmission with torque converter and hydraulic power reversing.
- b. Transmission to have a minimum of 4 forward speeds and 3 reverse speeds.
- c. Minimum forward travel speed of 20 mph.
- d. All units equipped with manufacture's 4 wheel drive system.
- e. Front and rear axles built specifically for backhoe loaders.
- f. Furnish power steering.
- g. Emergency steering in the event of engine failure.
- h. Foot controlled service brakes, hydraulically actuated.
- i. Inboard self adjusting wet disc type brake system.
- j. Furnish a secondary brake system and a parking brake system.

HYDRAULIC SYSTEM:

- a. Live drive hydraulic pump from the engine or torque converter.
- b. System designed to provide adequate pressure and flow for all backhoe loader operations without overheating.
- c. Each backhoe loader whether with a standard or extendible dipper stick furnished with valving, circuits, hoses and controls for operation of attachments furnished with that backhoe.
- d. When a swivel quick coupler and jaw bucket are furnished together the machine will clamp an object in the bucket and then swivel the bucket without dropping the clamped object.
- e. When a swivel quick coupler and a hydraulic thumb are furnished on the same backhoe provide provisions to assure they can not be operated simultaneously.
- f. Hydraulic system design capable of operating a hydraulic breaker attachment requiring 21 GPM flow. Controls, valves and other components dedicated to a breaker are not required to be furnished unless the backhoe is configured with a breaker attachment in the "Furnish & Delivery" section.
- g. Hydraulic hoses are to be secured, protected and meet work and burst ratings.
- h. Hydraulic quick couplers meet ISO 7241-1, series B standards and furnished with attached dust caps.
- i. Reservoir as a minimum furnished with a lockable cap, wire mesh fill screen, sight gauge, temperature gauge in cab or on tank, .
- j. Hydraulic system as a minimum to include a fluid cooler, relief valve and a spin-on type filter.

TIRES:

- a. Tires furnished are standard size, ply and tread type advertised in published literature for 4-wheel drive units.
- b. Replacement tires equal to the tires furnished on a new unit shall be available within the United States from a source in addition to the backhoe manufacture or authorized dealer.
- c. List front tire size: 14x17.5; Ply: 12-Galaxy
- d. List rear tire size: 19.5L x 24R; Ply:10-Galaxy

OUTRIGGERS:

- a. Furnish two "A" type hydraulic independently controlled outriggers.
- b. Flip over pads for dirt and street operation.
- c. Pads offer sufficient ground contact for working environments.

CAB:

- a. Furnish all units with a ROPS cab meeting SAE requirements.
- b. Enclosed cab offers 360° visibility to the seated operator.
- c. Two doors with means to secure both doors or both door windows in the open position.
- d. Slip resistant steps & handholds on each side for ingress and egress.
- e. Doors handles include keyed locks to secure the cab.
- Tinted safety glass windows throughout, mounted to withstand shock and vibration encountered during use.
- g. Rear window opens and secures.
- h. Upholstered 6-way adjustable, suspension type, swivel bucket seat with fold up/down armrest.
- i. Retractable 3-inch seat belt.
- j. Tilt steering wheel or column.
- k. Factory installed heater, defroster & air conditioning.
- I. Windshield wiper with washer for front windshield and rear window.
- m. AM/FM radio with antenna and speaker(s).
- n. Instrument panel with manufactures standard instrumentation including as a minimum: engine air restriction indicator, fuel gauge, volt gauge, engine oil pressure, engine coolant temp and hourmeter and tach. In addition furnish as a minimum audible alarms for engine oil pressure and engine temperature.
- o. One 12 volt power supply receptacle.
- One interior rearview mirror and two outside rearview mirrors (one mounted on each side).
- q. Horn, hand throttle, interior light, instrument panel light(s), hazard flasher switch and pre-wired for mounting of amber strobe light (DOT will mount strobe on right rear side of cab).
- r. Controls for loading and digging operations convenient to seated operator.
- s. Front loader controls minimum single lever or joystick.
- t. SAE backhoe controls 2 lever or joystick.
- u. 1 hand 1 foot 2 for the jaw bucket clamping function and the tilt function of the swivel coupler. Clamp function shall hold pressure when tilting.
- Each outrigger independently controlled through 2 lever design or joystick.
- x. Front and rear work lights, headlights, front and rear turn signals and brake lights.
- y. No lights to be mounted higher than the top of the cab, lights furnished recessed or sufficiently protected.
- z. One fire extinguisher, 5 lb., type BC, mounted in the cab or other

location as agreed to by the ordering user

EQUIPMENT:

- a. Furnish a lockable tool storage area or tool box.
- b. Furnish a grease gun with a tube of grease with each unit.
- c. Radiator guard.
- d. Cold weather starting aid.
- e. Engine hood or hinged service doors that are lockable.
- f. Master electrical disconnect.
- g. Fluid fill caps and fluid dipsticks that are not locked inside of a lockable service door shall be lockable.
- h. Front and rear tie down hooks or loops.
- i. Rear fenders.
- Backup alarm.
- k. Slow moving vehicle emblem.

LOADER DIMENSIONS:

- Multi-purpose front loader bucket with spill guard.
- Bucket equipped with reversible bolt on cutting edges at the load and doze edges.
- c. Lift capacity to full height 7119 lbs.
- d. Breakout force 14398 lbs.
- e. Dump clearance with bucket at 45° angle-9ft.
- f. Bucket heaped capacity 1.3 cu. yd.
- g. Loader bucket make: JCB

BACKHOE DIMENSIONS:

Units to be furnished either with a fixed dipperstick or an extendable dipperstick as required under The pricing section meeting applicable below requirements. Backhoe specifications of model offered obtained when the machine is equipped with a 24" trenching bucket as referenced in the manufacturer published literature and in accordance with applicable SAE standards. Switching of buckets to meet requirements is not acceptable.

A. Fixed Dipperstick:

- a. Digging depth fixed 16.1
- b. Swing arc 180°
- c. Bucket digging force 16387 lbs.
- d. Loading height 12ft.
- e. Overall reach from swing center at ground level 19'.5 '
- f. Boom lift capacity full reach at ground level 4373 lbs.
- g. counterweight standard with standard dipperstick- 400 lbs

Extendable Dipperstick:

- a. Retracted digging depth 16'1".
- b. Dipperstick extends hydraulically increasing digging depth approximately 20'.1
- b. Swing arc 180°
- c. Bucket digging force 16387 lbs.
- d. Loading height 12ft retracted-13'4" extended
- e. Overall reach from swing center at ground level 23' extended, 19'.5" retracted
- f. Boom lift capacity full reach at ground level 3076 lbs.
- g. Extendable dipperstick model to be listed in the loader/backhoe published literature. An after market model dealer installed is not acceptable.
- h. counterweight standard with extendable dipperstick

ATTACHMENTS:

Attachments shall be capable of handling the full power output of the loader/backhoe under severe operating conditions. Attachments for each machine shall be furnished with the loader/backhoe as specified in "Furnish and Deliver".

1. Quick Coupler: CP Wainroy style

- a. Attach directly to the dipperstick
- b. Provide for quick change of buckets manually removing and inserting no more than a single pin.
- c. The axis of the quick change pin to be perpendicular to the mounting pin on the dipperstick.

2. Swivel Quick Coupler: Wainroy

- a. Attach directly to the dipperstick
- b. Provide for quick change of buckets manually removing and inserting no more than a single pin.
- c. The axis of the quick change pin to be perpendicular to the mounting pin on the dipperstick.
- d. Hydraulically controlled swiveling of attached buckets.
- e. Minimum swivel 45° right and left from center position.

3. Backhoe 18" Trenching Bucket: Wainroy

- a. Heavy duty 18" wide trench type bucket.
- b. Furnish with bucket teeth with replaceable tooth points.

4. Backhoe 24" Trenching Bucket: Wainroy

- a. Heavy duty 24" wide trench type bucket.
- b. Furnish with bucket teeth with replaceable tooth points.

5. Backhoe 24" Jaw Bucket: Wainroy

- a. Heavy duty 24" wide jaw type bucket.
- b. Furnish with bucket teeth with replaceable tooth points.
- c. Inside lip of open bucket to have a weld on cutting edge.
- d. Minimum clamping force of 5,000 lbs.
- e. Jaw spread 41".

6. Backhoe 48" Ditch Cleaning Bucket:

- a. Heavy duty 48" wide ditching cleaning bucket.
- b. Rigid top section to resist structural stresses.
- c. Furnish with reversible bolt on cutting edge.

7. Hydraulic Thumb:

- a. Hydraulic thumb designed to oppose front cutting edge of trenching or ditching bucket.
- b. Designed for grasping large items (rip-rap) as well as lifting and loading debris during storm cleanup.
- c. When not in use thumb will store back against the dipperstick not to interfere with normal digging functions.
- d. When mounted on a unit with a swivel quick coupler attachment the swivel feature is centered and inactive when the thumb is active.

8. Hydraulic Breaker:JCB

- a. Minimum energy class of 750 ft. lbs.
- b. Compatible with controls, hydraulics and mounting of backhoe loader.
- c. Tool diameter of approximately 3".
- d. Furnish a minimum of one conical tool bit.
- e. List impact rate.
- f. Hydraulic fittings to be quick disconnect.

14. Contract Addenda

Addendum number	Effective date	Updates
1	May 3, 2012	Change in contact information